

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 of 2
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE LOGISTICS AGENCY-DISTRIBUTION J7-AB (Gary Walls) 2001 MISSION DRIVE, BLDG 404 NEW CUMBERLAND, PA 17070-5001			CODE SP3300	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  URS Federal Technical Services, Inc. 20501 Seneca Meadows Parkway, Suite 300 Germantown, MD 20876				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. SP3300-12-C-5003	
CODE 34157		FACILITY CODE:		X	10B. DATED (SEE ITEM 13) 07/31/12

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

# 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

# 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
D	OTHER (Specify type of modification and authority.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

# 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE ATTACHED CONTINUATION SHEET

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
13a. NAME AND TITLE OF SIGNER (Type or print) THOMAS S. WALTERS VP, CONTRACTS		15a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MEDARD R. KOWALSKI III	
15B. (b) (6)	15C. DATE SIGNED 3-6-13	16B. UNITED STATES OF AMERICA (b) (6)	16C. DATE SIGNED 6 Mar 2013
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070  
PREVIOUS EDITION NOT USABLE

30-105

STANDARD FORM 38 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 33.243

A. The purpose of this modification is to decrease the funding for CLIN 0005 and increase the funding for CLIN 0004. Also, this modification will incorporate a correction to a typographical error to the Performance Work Statement segment J1 Section 3.2.2(B)d J2. This adjustment was requested by the Contracting Officer's Representative (COR).

B. Revisions are annotated below and formalized on Attachments (1) and (2).

1. C-3.2.2 B 5, Page C-38 is updated to read: The Contractor shall replace non-capital GFE (less than \$100,000 per unit) except IT equipment upon approval of the KO or designee. Prior to replacing Non-capital GFE, the contractor shall provide the KO or designee with a specification and price quote for purchase or if the purposes to lease the equipment, the Contractor shall provide a buy versus lease analysis to document the more advantageous method to the Government. Title to any non-capital GFE replaced by the Contractor remains with the Government. The Government will reimburse the Contractor for Approved purchases of non-capital GFE under CLIN X004 Material Support Costs. Attachment (1) Replacement Page

2. A revised Section B, Page 2 of 47, is revised to include the following changes to CLINS 0004 and 0005 Attachment (1) Replacement Page:

CLIN 0004 is increased as follows:

CLIN#	CLIN Description	Current Value	Change	Revised Value
0004	Non-Capital Equip			
	G&A			
	TOTAL			

CLIN 0005 is decreased as follows:

CLIN#	CLIN Description	Current Value	Change	Revised Value
0005	Material Support Costs			
	G&A			
	TOTAL			

C. The overall contract value for all years is not changed by this modification.

D. All other terms and conditions of the contract remain unchanged.

Attachment (1) Performance Work Statement J1

Attachment (2) Section B – Supplies or Services and Prices/Costs

KO or designee, a copy of the signed DD Form 1348-1A from DLA Disposition Services as proof of receipt (POR). The Contractor shall be responsible for all costs associated with the rejection of property determined by the DLA Disposition Services to be in non-compliance with mandated requirements. If the KO or designee directs redistribution of the asset to another DLA activity, the Contractor shall prepare and ship the item IAW the disposition instructions. Termination of use and disposal of optional GFE used by the Contractor shall not relieve the Contractor of any of its obligations or liabilities under the performance of these contract requirements.

3. At the end of this contract, the Contractor shall turn over GFE in safe, usable operating condition. The Government may bill the outgoing Contractor for costs incurred to bring GFE to safe, usable operating condition, as determined by the Government.
4. IAW DLA I 4214 Support Equipment Management, and Title: Support Equipment Maintenance and Support Equipment Disposal Process; FAR Part 52.245-1(f)(1)(ix), Maintenance, and FAR Subpart 45.5, Support Government Property Administration, the Contractor shall operate and maintain GFE accepted by the Contractor. The Contractor shall perform preventative and corrective or remedial maintenance IAW C-4.5, Equipment Maintenance on GFE. If it is determined by the Government that a repair exceeding \$1000 is considered uneconomical, the Government shall provide instructions to the Contractor on methods of replacement.
5. The Contractor shall replace non-capital GFE (less than \$100,000 per unit) except IT equipment upon approval by the KO or designee. Prior to replacing non-capital GFE, the Contractor shall provide the KO or designee with a specification and price quote for purchase or if the Contractor proposes to lease the equipment, the Contractor shall provide a buy versus lease analysis to document the more advantageous method to the Government. Title to any non-capital GFE replaced by the Contractor remains with the Government. The Government will reimburse the Contractor for approved purchases of non-capital GFE under CLIN X004 Non-Capital Equipment Maintenance. P00005
6. Upon written approval from the KO or designee, the Contractor may install, arrange, or rearrange machinery and equipment.
7. The Contractor shall work with the KO or designee to request Capital Equipment (>\$100,000 per unit) replacement, augmentation, modernization, and systems projects. (See Capital Investment Document in the TL). The Contractor shall submit the required documentation IAW the Functional Requirements Description for Identifying New Capital Equipment Investment Requirements found in the TL to the KO or designee and be an integral and active participant in the development of the Government Capital Equipment Replacement Plan. In order to accommodate the funding lead-times associated with Capital Equipment, the Contractor shall notify the KO or designee at least three years in advance of the anticipated replacement date in order to provide the Government with sufficient time to obtain approval and funding. Funding for such requests is accomplished at the discretion of the Government.
8. Contractor employees that operate or maintain motor vehicles, MHE, hoisting and rigging equipment, or other equipment shall obtain the required licensing, certification, or specialized training prior to carrying out responsibilities and maintain them in a current status during the performance of the contract requirements (see TE 4.1, Contractor-

Item No.	Supplies/ Services	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>Part I – The Schedule</b>				
	<b>Section B – Supplies or Services and Prices/Costs</b>				
	<b>BASE PERIOD</b> 1 August 2012 through 31 July 2013				
	<b>Fixed Price Incentive Firm (Applicable to CLIN 0001)</b>				
0001	Services to Perform Phase-In (C-1.7) and Warehousing and Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7)	12	Months		
	Target Cost				
	Target profit (■% of Target Cost)				
	Total Target Price				
	Ceiling Price (120% of Target Cost)				
	Share Formula: Government/Contractor Over & Under Target (%) 80/20				
	<b>Firm Fixed Price (Applicable to CLIN 0002)</b>				
0002	Preventative Equipment Maintenance (PWS Section C-4.5.2)	9	Months		
	<b>Cost Reimbursement (Applicable to CLINs 0003, 0004, 0005, &amp; 0006)</b>				
0003	Unscheduled Equipment Maintenance (PWS Section C-4.5.3)				
	Estimated Cost				
	G&A Rate ■%				
	Not-to-Exceed (NTE)	1	LOT		
0004	Non –Capital Equipment Replacement (PWS Section C-3.2.2.B.5)				
	Estimated Cost				
	G&A Rate ■%				
	Not-to-Exceed (NTE)	1	LOT		
0005	Material Support Costs for CLINs 0001, and 0007				
	Estimated Cost				
	G&A Rate ■%				
	Not-to-Exceed (NTE)	1	LOT		
0006	Travel/Training Conference (PWS Sections C-3.5, C-4.6, and C-5.9)				
	Estimated Cost				
	G&A Rate ■%				
	Not-to-Exceed (NTE)	1	LOT		
	<b>Labor Hour (Applicable to CLIN 0007)</b>				
0007	Special Projects/Surge & Sustainment (PWS Section C-5.8)				
0007AA	Material Handling Laborer	1,300	HRS		
0007AB	Forklift Operator	660	HRS		
0007AC	Warehouse Specialist	330	HRS		
0007AD	Supply Technician	50	HRS		
0007AE	Woodworker	1,100	HRS		
0007AF	Material Coordinator	30	HRS		